WE TRACK 24/7
Reg. No. 2010/0520/23
PO Box 1333
Durbanville
Cape Town
7551
Tel: 086 111 7673
E-mail: info@wetrack247.co.za

VEHICLE TRACKING & GSM SERVICES CONTRACT

This form, duly completed, and the attached Terms and Conditions and Vehicle Addendum forms part of the contractual agreement entered into by and between the SUBSCRIBER named and identified in the following lines, and We Track 24/7 (hereafter referred to as WT24/7).

1. Private individuals (Please include a copy of the relevant ID and bank statement)

Surname			
Title		First Name(s)	
ID No.			
Current employer		Tel no.	
Insurance co. / Broker		Policy no.	
Name of spouse			
Marital status (tick one)	Single	Married COP	ANC with Accrual / ANC no Accrual
Spouse's ID			

2. Businesses / Companies (Please include all relevant documentation)

Company name	
Contact person	
Registration no.	
VAT no.	
Insurance co.	
Policy no.	

3. Invoicing information

Postal address			
		Code	
Physical address			
		Code	
Telephone		Fax	
Cell number		E-mail	

4. Debit order authorisation (Please attach a copy of a cancelled cheque or bank statement header)

Account holder			
Bank		Account no.	
Branch		Branch code	
Account type	Current	Savings	Transmission
Payment date	1st day of the month		

I / We hereby acknowledge acceptance of the above services and costs, and authorise WT24/7 or its cessionary in terms of the VEHICLE TRACKING & GSM SERVICES CONTRACT to draw against my / our banking account (details indicated above), varying amount

Name		Signature	
Date	D D M M Y Y		
Name		Signature	
Date	D D M M Y Y		

5. Declaration

The subscriber warrants that the above information is true and correct and, by his / her / their signature acknowledges entering into a VEHICLE TRACKING & GSM SERVICES AGREEMENT with WT24/7, on WT24/7's standard Terms and Conditions as provided in this contract.

Name		Signature	
Date	D D M M Y Y		
Name		Signature	
Date	D D M M Y Y		

FOR OFFICE USE ONLY

Subscriber account no.							
Fitment centre name							
Invoice no.							
Installation certificate no.							
Sales representative							
Private individual	Copy of ID		Cancelled cheque / bank statement / payslip		Signature & initials		
Business	Order no.		Cancelled cheque		Signatory ID		Signature & initials	
Both	Debit order details verified				Subscriber name on all forms		
Checked & captured by				Date			

VEHICLES: ADDENDUM TO THE STOLEN VEHICLE RECOVERY & GSM SERVICES CONTRACT

This document serves as an annexure to the "Agreement" as envisaged in item 1.2.1 of the Terms and Conditions of Agreement attached the VEHICLE TRACKING & GSM SERVICES CONTRACT entered into between the Subscriber described below and WT24/7.

6. Accepted services (The subscriber wishes to receive the following selected services)

OPTION 1

		Quantity	Initial
Tracking units**	R799 incl. VAT installation cost		
Monthly fees*	R189 incl. VAT per month x 36 months		

OPTION 2

		Quantity	Initial
Tracking units**	R1 799 incl. VAT installation cost		
Monthly fees*	R159 incl. VAT per month x 36 months		

OPTION 3

		Quantity	Initial
Tracking units**	R2 680 incl. VAT installation cost		
Monthly fees*	R116 incl. VAT per month x 12 months		

OPTION 4

		Quantity	Initial
Tracking units**	No installation cost		
Monthly fees*	R249 incl. VAT per month x 36 months		

** Excludes the cost of RPM (Revs per Minute) and tagging*
*** Please contact us for pricing if you require more than 10 tracking units*

The above rates and fees include:

- 24/7 monitoring by our 24-hour Control Room
- 24hr GPS and GPRS monitoring
- Assist/24-hour alerts
- Email alerts (free as required)
- Real-time tracking and monitoring
- Real-time updates every 10 seconds
- View of routes travelled by individuals & drivers
- Multiple vehicle monitoring simultaneously using our multi-screen technology
- 24-hour history & trip reports (plan a trip for your driver)
- Setting of pre-defined areas for your vehicle/s
- Geo-fencing
- Zone alarms (permitted areas and 'no-go' zones)
- Over-border alerts
- Over-speeding alerts/reports
- Over-idle alerts/reports
- Power-down alerts and battery tamper alerts with 24-hour control room monitoring
- Park alarm
- Managing of fuel usage and fuel reports
- POI reports
- Fuel reports
- Daily trip reports
- SARS-compliant travel log book (business / private)
- Drivers licence renewal reminder (per driver)
- Vehicle licence renewal reminder (per vehicle)
- Vehicle service reminder
- 24-hour online tests
- Easy client accessibility: we are 100% web-based
- 24-hr vehicle shut-down in the event of vehicle theft (only if immobiliser taken)
- Door reports (only if door alarm taken)
- Tagging reports (only if tagging taken)
- Insurance and ICASA approved

Rates for optional extras

		Quantity	Initial
Tagging with anti-theft auto reporting 24/7 email alert	R999 once-off & R30 monthly		
Tagging with anti-theft auto reporting 24/7; 24-hour control room monitoring	R999 once-off & R30 monthly		
Tagging with anti-theft auto reporting 24/7 immobiliser & installation, and 24- hr shut down	R1 799 once-off & R30 monthly		
Additional tags	R342 each		
RPM (Revs per minute)	R699 once-off & R10 monthly		
Petrol cap open and close	R999 once-off & R10 monthly		
Cargo door	R699 once-off & R10 monthly		

Rates for value-added services

		Quantity	Initial
Real-time monitoring by 24-hour control room	R39 per month (included in monthly fee)		
SMS alerts	R1 per SMS		
Low battery power down / phone notification	R10 per month (included in monthly fee)		
Unit insurance in case of theft	R35 per month		
Stolen vehicle recovery	R25 per month		
Roadside assistance	R16 per month		
SIM data from outside South Africa	R25 per month		

NOTE: All prices include VAT

7. Vehicle details

Registration no.

Engine no.

VIN no.

Vehicle make (eg VW)

Model (eg Polo)

Year Y Y Y Y

Colour

Preferred town/suburb for fitment

8. Authorised user details

Primary user

Tel no.

ID No.

Polling access required Yes No

Cell no.

Secondary user

Tel no.

ID No.

Polling access required Yes No

Cell no.

Third user

Tel no.

ID No.

Polling access required Yes No

Cell no.

The subscriber requires WTL to react to alarms from the vehicle and to respond to telephonic requests for information / service from the subscriber or authorised users named below, who are to have cellular phone access to the secure unit and the information.

Subscriber signature

Date D D M M Y Y

Please fax your completed form to 021 975 2477

TERMS AND CONDITIONS

1. **INTERPRETATION**

In this Agreement:

1.1 Clause headings are for convenience and shall not be used in this interpretation.

1.2 Unless the context clearly indicates a contrary intention, an expression which denotes any gender includes the other genders, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa and the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

1.2.1 "Agreement" means this agreement, including the front page, as well as any other annexure from time to time incorporated by reference to this agreement.

1.2.2 "Authorised users" means those who may be authorised by the Customer to request position updates in respect of the vehicle from the WT24/7MC or to request immobilisation of the vehicle.

1.2.3 "Commencement date" means the date of the installation certificate.

1.2.4 "WT24/7" means We Track 24/7 (Registration No 2010/0520/23).

1.2.5 "Customer" means the subscriber who is the person and/or company whose full details are set out on the face of the document, paragraph 1 and/or 2 hereof.

1.2.6 "WT24/7MC" means We Track 24/7 Monitoring Centre.

1.2.7 "False alarm" means an alarm message sent to a WT24/7MC in respect of a panic alarm, area violation or battery tampering where such a condition is not an actual emergency and the Customer/authorised user has not notified the WT24/7MC in respect thereof.

1.2.8 "GSM Service" is the service rendered by a cellular service provider for transmitting location and speed data from the product to an authorised user's cell phone and the WT24/7MC.

1.2.9 "Installation certificate" means the certificate issued by a WT24/7 installer certifying that the product has been successfully installed in the vehicle.

1.2.10 "Occurrence" means the happening of an event which initiates the recovery process or some other action for which the product is designed.

1.2.11 "Prime rate" means the prime rate charged by Standard Bank of South Africa from time to time to its most favoured subscribers on unsecured overdraft accounts in which regard a certificate signed by an official of the said bank stating the interest rate applicable from time to time shall be prima facie proof of such interest rate.

1.2.12 "Product" means the WT24/7 Secure range of products to be installed in the Customer's vehicle.

1.2.13 "Service" means the package of services detailed in the price list and Stolen Vehicle Recovery and GSM Services contract, with reference to each individual version of the product.

1.2.14 "SMS" means Short Message Service.

1.2.15 "Subscription charge" means the monthly amount (exclusive of VAT) payable by the Customer for the service as set out on the face hereof.

1.2.16 "Territory" means the Republic of South Africa.

1.2.17 "User manual" means the user manual in respect of the product to be installed for the Customer on the installation of the product.

1.2.18 "VAT" means Value Added Tax payable in terms of the Value Added Tax Act No 39 of 1991 (as amended).

1.2.19 "Vehicle" means the vehicle in which the product will be installed.

2. **DURATION**

This agreement shall commence on the commencement date and shall endure for a fixed period of 36 (THIRTY SIX) months from the commencement date where after it shall continue indefinitely unless and until it is terminated by either party on the giving of 3 (THREE) months written notice to the other party.

3. **SUBSCRIPTIONS**

3.1 The Customer shall pay the monthly subscriptions in advance by way of direct bank debit order to WT24/7 from time to time. WT24/7 shall be entitled to increase the subscription by the giving of not less than 30 (THIRTY) days written notice to the Customer.

3.2 Any amounts not paid timeously shall become payable, together with interest thereon and the penalties charged to WT24/7 by the bank, from the date when the amount became due and payable until the date of payment at 2% (TWO PER CENT) above the prime rate.

3.3 In the event that a third party is paying the Customer's subscription, this shall in no way limit the Customer's obligation to pay such subscription in the event of the third party failing to do so.

3.4 The Customer agrees that the amounts contained in a Tax Invoice issued by WT24/7 shall be due and payable unconditionally in cash on installation or, if the Customer is a Credit Approved Customer, within 30 (THIRTY) days from the end of the month in which the Tax Invoice has been issued by WT24/7.

3.5 The Customer may not withhold payment of any amount due in terms of this contract for any reason whatsoever and no extension of time for payment of any amount shall be binding unless agreed to in writing by WT24/7.

3.6 The Customer is not entitled to set off any amount due to the Customer by WT24/7 against this debt.

3.7 The Customer agrees that a certificate issued and signed by any director or manager of WT24/7 or its duly appointed auditors from time to time, whose authority need not be proved, shall be ***prima facie*** proof of the indebtedness of the Customer at the date of such certificate.

3.8 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 25 of 2002 have not been met.

3.9 The Customer expressly agrees that no debt owed to WT24/7 by the Customer shall become prescribed before the passing of a period of 6 (SIX) years from the date the debt falls due.

4. **LIMITATION OF LIABILITY**

Whilst WT24/7 shall take every care to ensure that all reasonable efforts are made regarding the product and the service, such product and service can be affected by factors outside WT24/7's control. WT24/7 does not, accordingly, provide any warranty nor accept any liability arising in respect of any failure in the provision of the service arising from any negligence or gross negligence on the part of WT24/7 or any damage, including any loss of profits, business or revenue, or any consequential loss suffered by the Customer as a result of any failure of the product. The Customer remains responsible for ensuring that the product is comprehensively insured at all times, whether on a rental option or otherwise.

5. **CUSTOMER'S RESPONSIBILITY**

5.1 The Customer should, on a weekly basis, upon prior notification to WT24/7, test the panic and other alarm statuses where applicable with the WT24/7MC to ensure that the product is always in good working order.

5.2 In the event of an occurrence and the Customer's vehicle being recovered , should the Customer elect not to collect the vehicle at the scene, he hereby duly authorises the recovery service provider to tow the said vehicle away from the scene at the Customer's risk, that such vehicle will be stored at the Customer's risk and that he/she/it will be liable to the recovery service provider for any storage costs which become payable in respect of the storage of the said vehicle commencing from 24 (TWENTY FOUR) hours after the vehicle has been delivered to the recovery service provider's premises. All costs incurred in this regard shall be for the account of the Customer.

5.3 The Customer shall inform the vehicle manufacturer of the fitment of the product where the vehicle manufacturer requires such notification.

6. **WT24/7'S RESPONSIBILITY**

6.1 Whilst every care will be taken by WT24/7 in the installation of the product, no liability shall be assumed of any nature whatsoever by WT24/7 in respect of there being any damage to the vehicle as a result of such installation of the product in the vehicle, prior to or after installation, unless noted on the installation certificate.

6.2 WT24/7 shall be responsible for the repair and/or replacement, in its sole discretion, of the product, or any parts thereof at no charge to the Customer during the first 12 (TWELVE) months from the date of installation where the product is found to be defective due to faulty components, workmanship or design, but excluding any tampering, modification, collision and/or other damage sustained by the product outside the control of WT24/7.

7. **SUSPENSION AND TERMINATION OF SERVICE**

7.1 WT24/7 may, at any time, without notice and without incurring any liability whatsoever, suspend the service either in whole or in part in the event of any one or more or all of the following occurring:

7.1.1 Technical failure of the GSM network and/or its reporting structures, modifications/maintenance to the GSM network by the GSM service provider.

7.1.2 Due to any Government and/or regulatory authority requirement.

7.1.3 The GSM provider ceasing to make the network available to WT24/7 or if it stops trading for any reason whatsoever.

7.1.4 The Customer defaults in terms of the operating instructions in the user manual or fails to make any payment of any instalment on the due date thereof.

7.1.5 WT24/7 is prevented from rendering the service due to force majeure.

7.1.6 Any cancellation by either party after the initial period of the contact.

7.1.7 Automatically and without prior notice and without liability on the part of WT24/7, in the event of the Customer utilising the service in any manner deemed by WT24/7 in its sole and absolute discretion to be inappropriate (and the Customer hereby indemnifies and holds WT24/7 harmless against any claim that may arise against WT24/7 as a result of such improper use of the service). Automatically, further, if the Customer or authorised user misuses the system.

7.1.8 The Customer, failing to inform WT24/7 in writing within 7 (SEVEN) days after the change of any Director, Member, Shareholder, Owner or Partner or address or the alienation by the Customer of its business, and failure to give such notice shall constitute a material breach of this Agreement by the Customer to which WT24/7 shall have the right at its sole discretion to cancel the Agreement, alternatively, to withdraw any credit facility advanced to the Customer and demand payment of any amount then outstanding by the Customer in full.

INITIAL: _____

8. **ADDITIONAL CHARGES**

8.1 The Customer shall be liable for all additional charges in respect of the de/re-installation of the product, any false alarms after the third one for any specific month, incident reports, testing the secure units, etc.

8.2 Additional ground recovery after the 1st recovery per vehicle per month will be charged at R500 + VAT per hour. This will be for the account of the Customer.

8.3 In the event that the Customer utilises the international roaming facility, he will be liable for the additional costs incurred by SMS/GPRS transmissions made while outside of the territory.

8.4 The Customer shall be entitled to request the number of reports, transmit the number SMS's and have a maximum data transfer per month as set out in the contract or user manual as the case may be. Any usage in excess to the allowable amount per month will be charged as per Standard Rates of WT24/7 for such excess.

8.5 Installations are to be performed at WT24/7 branches or approved fitment centres. Where on site installations are agreed upon, travelling in excess of a 100km round trip will be charged at R2.75/km.

8.6 All additional charges shall be payable by the Customer in terms of the Standard Rates of WT24/7 for any goods and services rendered then charged by it to its usual customers, which rates may be obtained on request.

8.7 The Customer shall be entitled to an agreed number of SMS's in order to obtain information per month. In respect of a Secure test and emergency poles shall be charged at the usual rate charged by WT24/7. In the event that a Customer exceeds the allowable monthly usage, then such Customer shall be charged for such extra usage as provided for in Clause 8.6.

9. **CESSION AND DELEGATION**

The Customer may not delegate, cede and/or in any other way deal with the product and/or this contract without WT24/7's prior written approval.

10. **OPERATION IN TERRITORY**

The Customer acknowledges that the product will only operate in the territory in the event that a GSM network of the GSM service provider is available and obtaining a signal in the area where the vehicle is being operated.

11. **OWNERSHIP**

Ownership in the Sim card and connected GSM subscription shall always vest in WT24/7.

12. **GENERAL**

12.1 This document contains the entire agreement between the parties and neither of them shall be bound by any undertakings, representations, warranties, promises and the like not provided herein and no alteration or addition to this agreement shall be valid unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of WT24/7.

12.2 In the event that WT24/7 institutes any legal proceedings of any nature whatsoever against the Customer arising out of this agreement, the Customer shall be liable to pay all the legal expenses of WT24/7 on the attorney and own client scale, including but not limited to any tracing fees, collection charges, valuation fees, stamp duties or any other costs WT24/7 may incur in respect of such an action.

12.3 The Customer agrees that WT24/7 will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the Law of the Supreme Court 59 of 1959.

12.4 Any document shall be deemed duly presented to and accepted by the Customer (i) within 5 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers; or (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (iv) within 48 hours if sent by overnight courier or (v) within 7 days of being sent by surface mail; or (vi) within 24 hours of being e-mailed to any e-mail address provided by the Customer.

12.5 The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (domicilium citandi et executandi) of any Director (in the case of a company), Member (in the case of a close corporation) or of the Owner(s) or Partner(s).

12.6 The Customer undertakes to inform WT24/7 in writing within 7 days of any change of Director, Member, Shareholder, Owner or Partner or address or 14 days prior to selling or alienating the Customer's business and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, WT24/7 reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.

12.7 The Customer hereby consents to the storage and use by WT24/7 of the personal information that it has provided to WT24/7 for establishing its credit rating and to WT24/7 disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that WT24/7 will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party

12.8 Each provision of this Agreement is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.

12.9 Any order is subject to cancellation by WT24/7 due to acts of God or any circumstance beyond the control of WT24/7, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

12.10 Any order is subject to cancellation by WT24/7 if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.

12.11 Ownership in all goods sold remains the property of WT24/7 until they are paid for in full.

13. **INDEMNITY**

13.1 The Customer hereby indemnifies WT24/7 against any claims for damage to the vehicle resulting from a refusal on the part of the vehicle manufacturer to honour the vehicle warranty or maintenance plan, which refusal is based on the product having been fitted to the vehicle.

13.2 The Customer indemnifies WT24/7 against any claims for damage to the vehicle which are not covered by the vehicle manufacturer's warranty, and which can be linked to the Product installation and/or functioning.

13.3 Where the Customer has selected the immobilisation option, he acknowledges that neither WT24/7, its subsidiaries or affiliates accepts or shall have liability of whatever nature and howsoever arising in respect of any claim, damages, loss, expense, injury or loss of life which may occur directly or indirectly as a result of the immobilisation function functioning, not functioning or malfunctioning.

14. **BREACH**

In the event that the customer fails to pay any amount due in terms of this Agreement, or is in breach of any other term of this Agreement and after having received due notice thereof from WT24/7 and failing to remedy such breach within 7 (SEVEN) days thereof, then and in that event WT24/7 shall be entitled:

14.1 to immediately institute action against the Customer claiming from the Customer the full balance outstanding in respect of any uncompleted portion of the initial period of 36 (THIRTY SIX) months, or

14.2 to cancel the Agreement and take possession of any goods delivered to the Customer and claim any damages suffered. These remedies are without prejudice to any other right WT24/7 may be entitled to in terms of this Agreement, or in Law.

14.3 In the event of cancellation by WT24/7, the Customer shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed or retained pledged goods shall be deemed to be the value placed on them by any sworn valuator after such repossession, and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.

15. **EXTENDED WARRANTY/MAINTENANCE**

If the Subscriber accepts this option, WT24/7 shall maintain and repair the unit, should it break, for the entire period of the agreement at no extra cost, unless circumstances as set out in Clause 6.2 above occur.

16. **INSURANCE**

If the Subscriber accepts this option, WT24/7 will keep the unit insured against all risks of theft or damage from collision and/ or any other damage sustained by the product for the duration of the contract.

17. **TERMINATION**

If the Subscriber wishes to terminate this Agreement for any reason whatsoever within the first 30 days, the Subscriber may apply to WT24/7 for such with a cancellation penalty of 20% of the remaining Agreement term plus de-installation costs and return of the tracking unit to WT24/7.

18 **SURETY**

The signatory hereby binds himself/herself in his/her personal capacity as surety and co-principal debtor in solidum for the due performance of all the Clients obligations under this Agreement.

Signed at: _____

On (date): _____

_____ _____

Client Witness

Name and surname of signatory: _____

ID no.: _____

Address: _____

_____